

IN THE MATTER OF:)	AGREEMENT
)	
Omega Chemical Superfund Site)	U.S. EPA Region 9
Whittier, California)	CERCLA Docket No. 2006-26
)	
)	PROCEEDING UNDER SECTION
Settling Parties, listed in Appendix A)	122(h)(1) OF CERCLA
)	42 U.S.C. § 9622(h)(1)

I. JURISDICTION

1. This Agreement is entered into pursuant to the authority vested in the Administrator of the U.S. Environmental Protection Agency ("EPA") by Section 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9622(h)(1), which authority has been delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-D and redelegated to the Superfund Branch Chiefs pursuant to Regional Delegation 1290.20 (September 29, 1997). This Agreement is also entered into pursuant to the authority of the Attorney General of the United States to compromise and settle claims of the United States, which authority, in the circumstances of this settlement, has been delegated to the Deputy Chief of Environmental Enforcement Section of the Department of Justice ("DOJ"). The DOJ Deputy Section Chief has concurred with the terms of this Agreement and has given prior written approval.

2. This Agreement is made and entered into by EPA and parties identified in Appendix A ("Settling Parties"). Settling Parties consent to and will not contest the authority of the United States to enter into this Agreement or to implement or enforce its terms.

II. BACKGROUND

3. This Agreement concerns the Omega Chemical Superfund Site ("Site") located at 12504 and 12512 East Whittier Boulevard, Whittier, California, Los Angeles County, California. EPA alleges that the Site is a facility as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9). From approximately 1976 to 1991, the Omega Chemical Corporation and Omega Refrigerant Reclamation Company operated the facility as a used solvent and refrigerant recycling, reformulation, and treatment facility. This operation primarily handled chlorinated solvents such as degreasing and dry-cleaning chemicals and refrigerants.

4. As a result of the release or threatened release of hazardous substances, EPA has undertaken response actions at or in connection with the Site under Section 104 of CERCLA, 42 U.S.C. § 9604, and will undertake response actions in the future.

a. On August 27, 1993, EPA conducted a Site Assessment at the request of the California EPA, Department of Toxic Substances Control ("DTSC"). During this assessment, EPA observed more than 2,900 fifty-five gallon drums of unprocessed hazardous wastes. At that time, DTSC was conducting negotiations with the Site owner and operator, Omega Chemical Corporation ("OCC"), to remove or otherwise address these wastes. An agreement was not reached by the parties.

b. In January 1995, EPA conducted a second Site Assessment at the request of DTSC and observed approximately 3,000 drums in various stages of deterioration, many of which were corroded and leaking. Leaking substances were migrating to other portions of the Site and off Site. These substances presented an imminent and substantial threat to human health and environment.

c. On May 3, 1995, a time critical Removal Action Memorandum was signed authorizing a removal action involving the following response actions: a) securing the Site; b) sampling and categorizing hazardous materials; c) removing hazardous substances and grossly contaminated equipment, structures, and debris; d) sampling surface and subsurface soils and groundwater to determine the nature and extent of contamination; e) disposing, stabilizing or treating grossly contaminated soils; and f) grading, capping, and fencing areas where contamination remained in the soil.

d. On May 9, 1995, EPA issued Unilateral Administrative Order 95-15 ("the 1995 UAO") to certain Potentially Responsible Parties ("PRPs") to perform work described by the Action Memorandum. These parties each arranged for the disposal of hazardous substances at the Site in an amount equal to or greater than ten tons. These parties established a group identified as the Omega PRP Organized Group ("OPOG").

e. In September 1998, EPA proposed the Site for listing on the National Priorities List ("NPL"). On January 19, 1999, pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, EPA placed the Omega Site on the NPL, as set forth at 40 C.F.R. Part 300, Appendix B. (See, 64 Fed. Reg. 2950) DTSC provided EPA local agency support and represented the State regarding the Site investigation issues.

f. To expedite Site characterization and response activities, EPA divided the Site into operable units. The operable units for the Site include Operable Unit One which addresses work to be performed within the Phase 1a Area and Operable Unit Two which addresses work to be performed downgradient from Phase 1a Area. The Phase 1a Area is the area of soil and groundwater contamination associated with the Omega Property and extending downgradient approximately 100 feet southwest of Putnam Street, Whittier, California. Operable Unit Two addresses all other areas where contamination associated with the Omega facility has come to be located, specifically the groundwater plume which extends downgradient of the Phase 1a Area.

g. On April 1, 1999, EPA issued Special Notice Letters to OPOG members and commenced negotiations of a Partial Consent Decree requiring response actions including a non-time critical removal action and a Remedial Investigation and Feasibility Study ("RI/FS") addressing soils located within the Phase 1a Area, also known as Operable Unit One. On February 23, 2000, the Partial Consent Decree, Docket No. 00-12741-TJH, was entered by the United States District Court for the Central District of California.

h. On January 5, 2004, EPA issued Unilateral Administrative Order No. 9-2004-0004 ("the 2004 UAO") to twenty (20) parties to perform remedial investigative work at the Site. On July 2, 2004, EPA issued an Amended Unilateral Administrative Order No. 9-2004-0004 ("the 2004 Amended UAO") to these parties to perform similar investigative work to characterize the groundwater plume within Operable Unit Two at the Site. These parties were not signatories to the Partial Consent Decree entered on February 23, 2000. The Respondents of the 2004 Amended UAO arranged for the disposal of hazardous substances at the Site in an amount equal to or greater than ten tons.

i. On October 28, 2003, EPA noticed approximately 300 *de minimis* parties at the Omega Site, each contributing 3 to 9.9 tons of waste to the Site. On February 6, 2004, EPA issued settlement offers to these parties, and issued revised settlement offers on August 11, 2004. Approximately 170 *de minimis* parties accepted EPA's settlement offer. The Administrative Order on Consent to resolve these parties' potential liability at the Site was finalized on December 12, 2005, after EPA responded to public comments regarding the settlement.

j. On April 6, 2006, EPA signed an Action Memorandum determining that continued releases and threatened releases of contaminants by way of vapor intrusion into the Skateland public roller skating rink, adjacent to the Omega facility, pose an imminent and substantial endangerment to the health and welfare of Skateland employees and customers. The removal action proposed in the Action Memorandum is installation of a sub-slab pressurization system at Skateland to prevent contaminant vapors from entering the building. OPOG has agreed to conduct the Skateland work pursuant to an Amendment to the OPOG Consent Decree.

k. Since February 2002, EPA has installed and sampled groundwater monitoring wells downgradient of the Phase 1a Area as part of the Operable Unit Two investigation. EPA has gathered data during quarterly groundwater sampling which identifies a downgradient groundwater plume existing as a result of releases of hazardous substances at the Site. After one year of sampling, EPA established that a groundwater plume underneath and downgradient from the Site facility contains the hazardous substances found at the Site facility. Additional monitoring and sampling is necessary to fully characterize the groundwater plume. This sampling and data will be incorporated into a RI/FS for the Site, pursuant to CERCLA and the NCP, 40 C.F.R. Part 300.

l. Hazardous substances released or threatened to be released at or from the Site include, but are not limited to: Tetrachloroethene ("PCE"); Trichloroethene ("TCE"); Freon 11;

Freon 113; 1,1-Dichloroethene; Cis-1,2-Dichloroethene; Trans-1,2-Dichloroethene; 1,1-Dichloroethane; 1,2-Dichloroethane; 1,1,1-Trichloroethane; 1,1,2,2-Tetrachloroethane; Carbon Tetrachloride; Methylene Chloride; Vinyl Chloride; Benzene; MTBE; Aluminum; Chromium; Selenium; Perchlorate; Chloroform; Acetone; Chlordane; Lindane; BHC (alpha, beta gamma combined); and Heptachlor Epoxide. (See, 40 C.F.R. § 302.4) Hazardous substances found at the Site are co-mingled.

5. In performing these response actions, EPA has incurred and will continue to incur response costs at or in connection with the Site.

6. Each Settling Party identified in Appendix A arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of one or more hazardous substances at the Site. The volume of materials attributed by the EPA to each Settling Party is identified in Appendix A.

7. EPA alleges that Settling Parties are responsible parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and are jointly and severally liable for response costs incurred and to be incurred at the Site.

8. EPA has reviewed the Financial Information submitted by each Settling Party to determine whether that Settling Party is financially able to pay response costs incurred and to be incurred at the Site. Based upon this Financial Information, EPA has determined that the Settling Parties have limited financial ability to pay for response costs incurred and to be incurred at the Site.

9. EPA and Settling Parties recognize that this Agreement has been negotiated in good faith and that this Agreement is entered into without the admission or adjudication of any issue of fact or law. The actions undertaken by Settling Parties in accordance with this Agreement do not constitute an admission of any liability. Settling Parties do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Agreement, the validity of the facts or allegations contained in this Section.

III. PARTIES BOUND

10. This Agreement shall be binding upon EPA and upon Settling Parties and their successors and assigns. Any change in ownership or corporate or other legal status of Settling Parties, including but not limited to any transfer of assets or real or personal property, shall in no way alter the Settling Parties' responsibilities under this Agreement. Each signatory to this Agreement certifies that he or she is authorized to enter into the terms and conditions of this Agreement and to legally bind the party represented by him or her.

IV. STATEMENT OF PURPOSE

11. By entering into this Agreement, the mutual objective of the Parties is to avoid difficult and prolonged litigation by allowing Settling Parties to make a cash payment to address its alleged civil liability for the Site as provided in the Covenant Not to Sue by EPA in Section VIII, subject to the Reservations of Rights by EPA in Section IX.

V. DEFINITIONS

12. Unless otherwise expressly provided herein, terms used in this Agreement which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Agreement or in any appendix attached hereto, the following definitions shall apply:

a. "Agreement" shall mean this Agreement and any attached appendices. In the event of conflict between this Agreement and any appendix, the Agreement shall control.

b. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*

c. "Day" shall mean a calendar day. In computing any period of time under this Agreement, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

d. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies, or instrumentalities of the United States.

e. "Financial Information" shall mean those financial documents provided by Settling Parties at EPA's request and used to evaluate each Settling Party's financial ability to pay response costs. Such documents include, but are not limited to, ability to pay application cover letters, tax returns, financial statements, bank account statements, IRS Form 8821 Tax Information Authorization, and the EPA Financial Statement for Businesses.

f. "Interest" shall mean interest at the rate specified for interest on investments of the Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

g. "Paragraph" shall mean a portion of this Agreement identified by an Arabic numeral or a lower case letter.

h. "Parties" shall mean EPA and Settling Parties.

i. "RCRA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901, *et seq.* (also known as the Resource Conservation and Recovery Act).

j. "Section" shall mean a portion of this Agreement identified by a Roman numeral.

k. "Settling Parties" shall mean those parties identified in Appendix A.

l. "Site" shall mean the Omega Chemical Superfund Site located at 12504 and 12512 East Whittier Boulevard, Whittier, California, Los Angeles County, California, and generally shown on the map included in Appendix C.

m. "United States" shall mean the United States of America, including its departments, agencies, and instrumentalities.

VI. PAYMENT OF RESPONSE COSTS

13. Within 30 days after the effective date of this Agreement as defined by Section XVII, Settling Parties shall pay to the EPA Hazardous Substance Superfund, Omega Chemical Special Account the amount opposite its name in Appendix A, attached and incorporated into this Settlement Agreement. Each payment shall be made by certified check or cashier's check made payable to "EPA Hazardous Substance Superfund." Each check, or letter accompanying each check, shall identify the name and address of the party making payment, the Site name (the Omega Chemical Site), the EPA Region and the Site Spill ID Number (09BC), and the EPA docket number for this action (CERCLA 9-2006-26), and shall be sent to:

EPA Superfund Region 9
Attn: Superfund Accounting
RE: Omega Chemical Special Account
P.O. Box 371099M
Pittsburgh, PA 15251

At the time of payment, each Settling Party shall also send notice that payment has been made to EPA in accordance with Section XIV (Notices and Submissions). Such notice shall reference EPA Region 9, the Site/Spill ID No. 09BC and the EPA docket number for this action.

14. The total amount to be paid by Settling Party pursuant to Paragraph 13 shall be deposited by EPA in the Omega Chemical Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

VII. FAILURE TO COMPLY WITH AGREEMENT

15. Interest on Late Payments. If Settling Party fails to make any payment required by Paragraph 13 by the required due date, Interest shall continue to accrue on the unpaid balance through the date of payment.

16. Stipulated Penalty.

a. If any amounts due under Paragraph 13 are not paid by the required date, Settling Party shall be in violation of this Agreement and shall pay to EPA, as a stipulated penalty, in addition to the Interest required by Paragraph 15, \$500 per violation per day that such payment is late.

b. Stipulated penalties are due and payable within 30 days of the date of demand for payment of the penalties by EPA. All payments to EPA under this Paragraph shall be identified as "stipulated penalties" and shall be made by certified or cashier's check made payable to "EPA Hazardous Substance Superfund." The check, or a letter accompanying the check, shall

reference the name and address of Settling Party, the Site name, EPA Region 9, the Site/Spill ID No. 09BC, and the EPA docket number for this action, and shall be sent to:

EPA Superfund Region 9
Attn: Superfund Accounting
P.O. Box 371099M
Pittsburgh, PA 15251

c. At the time of each payment, Settling Party shall send notice that such payment has been made to EPA in accordance with Section XIV (Notices and Submissions). Such notice shall identify the Region and Site-Spill ID No. 09BC and the EPA Docket Number for this action.

d. Penalties shall accrue as provided above regardless of whether EPA has notified Settling Party of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after payment is due and shall continue to accrue through the date of payment. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Agreement.

17. In addition to the Interest and Stipulated Penalty payments required by this Section and any other remedies or sanctions available to the United States by virtue of a Settling Party's failure to comply with the requirements of this Agreement, if any Settling Party fails or refuses to comply with any term or condition of this Agreement, it shall be subject to enforcement action pursuant to Section 122(h)(3) of CERCLA, 42 U.S.C. § 9622(h)(3). If the United States brings an action to enforce this Agreement, that Settling Party shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

18. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Agreement. A Settling Party's payment of stipulated penalties shall not excuse the Settling Party from payment as required by Paragraph 13 or from performance of any other requirements of this Agreement.

VIII. COVENANT NOT TO SUE BY EPA

19. Except as specifically provided in Section IX (Reservations of Rights by EPA), EPA covenants not to sue or to take administrative action against Settling Parties pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), with regard to the Site. With respect to present and future liability, this covenant shall take effect upon receipt by EPA of all amounts required by Section VI (Payment of Response Costs) and any amount due under Section VII (Failure to Comply with Agreement). This covenant not to sue is conditioned upon the satisfactory performance by Settling Party of its obligations under this Agreement, including but not limited to, payment of all amounts due under Section VI (Payment of Response Costs) and

any amount due under Section VII (Failure to Comply with Agreement). This covenant not to sue is also conditioned upon the veracity and completeness of the Financial Information provided to EPA by each Settling Party. If the Financial Information is subsequently determined by EPA to be false or, in any material respect, inaccurate, the Settling Party which submitted such information shall forfeit all payments made pursuant to this Agreement and the covenant not to sue shall be null and void. Such forfeiture shall not constitute liquidated damages and shall not in any way foreclose EPA's right to pursue any other causes of action arising from Settling Party's false or materially inaccurate information. This covenant not to sue extends only to Settling Parties and does not extend to any other person.

IX. RESERVATIONS OF RIGHTS BY EPA

20. EPA reserves, and this Agreement is without prejudice to, all rights against Settling Parties with respect to all matters not expressly included within the Covenant Not to Sue by EPA in Paragraph 18. Notwithstanding any other provision of this Agreement, EPA reserves all rights against Settling Party with respect to:

- a. liability for failure of Settling Parties to meet a requirement of this Agreement;
- b. criminal liability;
- c. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
- d. liability, based upon Settling Parties' ownership or operation of the Site, or upon Settling Parties' transportation, treatment, storage, or disposal, or the arrangement for the transportation, treatment, storage, or disposal, of a hazardous substance or a solid waste at or in connection with the Site, after signature of this Agreement by Settling Parties; and
- e. liability arising from the past, present, or future disposal, release or threat of release of a hazardous substance, pollutant, or contaminant outside of the Site.

21. Notwithstanding any other provision of this Agreement, EPA reserves, and this Agreement is without prejudice to, the right to reinstitute or reopen this action, or to commence a new action seeking relief other than as provided in this Agreement, if the Financial Information provided by Settling Party, or the financial certification made by Settling Parties in Paragraph 30(b), is false or, in any material respect, inaccurate.

22. Nothing in this Agreement is intended to be nor shall it be construed as a release, covenant not to sue, or compromise of any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, which EPA may have against any person, firm, corporation or other entity not a signatory to this Agreement.

X. COVENANT NOT TO SUE BY SETTling PARTIES

23. Settling Parties agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the Site or this Agreement, including but not limited to:

- a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;
- b. any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the State of California Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or
- c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Site.

Except as provided in Paragraph 25 (Waiver of Claims) and Paragraph 28 (Waiver of Claim-Splitting Defenses), these covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to the reservations set forth in Paragraph 20(c) - (e), but only to the extent that Settling Parties' claims arise from the same response action or response costs that the United States is seeking pursuant to the applicable reservation.

24. Nothing in this Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

25. Settling Parties agree not to assert any claims or causes of action that it may have for all matters relating to the Site, including for contribution, against any other person. This waiver shall not apply with respect to any defense, claim, or cause of action that a Settling Party may have against any person if such person asserts a claim or cause of action relating to the Site against such Settling Party.

XI. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION

26. Except as provided in Paragraph 25, nothing in this Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Agreement. EPA reserves any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action that it may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

27. The Parties agree that Settling Party is entitled, as of the effective date of this Agreement, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), for "matters addressed" in this Agreement. The "matters addressed" in this Agreement are all response actions taken or to be taken and all response costs incurred or to be incurred, at or in connection with the Site, by the United States or any other person. The "matters addressed" in this Agreement do not include those response costs or response actions as to which EPA has reserved its rights under this Agreement (except for claims for failure to comply with this Agreement), in the event that EPA asserts rights against a Settling Party coming within the scope of such reservations.

28. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Parties shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been addressed in this Agreement; provided, however, that nothing in this Paragraph affects the enforceability of the Covenant Not to Sue by EPA set forth in Section VIII.

XIII. CERTIFICATION

29. Each Settling Party hereby certify that, to the best of its knowledge and belief, after thorough inquiry, it has:

a. not altered, mutilated, discarded, destroyed or otherwise disposed of any records, reports, or information relating to its potential liability regarding the Site since notification of potential liability by the United States or the state or the filing of a suit against it regarding the Site and that it has fully complied with any and all EPA requests for documents or information regarding the Site and Settling Party's financial circumstances pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), or Section 3007 of RCRA, 42 U.S.C. § 6927;

b. submitted to EPA Financial Information that fairly, accurately, and materially sets forth its financial circumstances, and that those circumstances have not materially changed between the time the Financial Information was submitted to EPA and the time Settling Party executes this Agreement; and

c. fully disclosed the existence of any insurance policies that may cover claims relating to cleanup of the Site.

XIV. NOTICES AND SUBMISSIONS

30. Whenever, under the terms of this Agreement, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Party in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of this Agreement with respect to EPA and each Settling Party.

As to EPA:

Linda Ketellapper
EPA Region 9
75 Hawthorne Street
Mail Code SFD-7-5
San Francisco, California 94105
ketellapper.linda@epa.gov

As to Settling Parties:

See Appendix B

XV. INTEGRATION/APPENDICES

31. This Agreement and its appendices constitute the final, complete and exclusive agreement and understanding between the Parties with respect to the settlement embodied in this Agreement. The Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Agreement. The following appendices are attached to and incorporated into this Agreement:

Appendix A is a list of the Settling Parties and their settlement amounts.
Appendix B is a list of the Settling Parties and their addresses.
Appendix C is a map of the Site.

VI. PUBLIC COMMENT

32. This Agreement shall be subject to a public comment period of not less than 30 days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, the United States may modify or withdraw its consent to this Agreement if comments received disclose facts or considerations which indicate that this Agreement is inappropriate, improper, or inadequate.

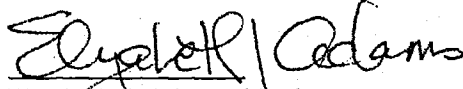
XVII. EFFECTIVE DATE

33. The effective date of this Agreement shall be the date upon which EPA issues written notice that the public comment period pursuant to Paragraph 32 has closed and that comments received, if any, do not require modification of or withdrawal by the United States from this Agreement.

IT IS SO AGREED:

U.S. Environmental Protection Agency

By:


Elizabeth J. Adams, Chief
Superfund Site Cleanup Branch
U.S. Environmental Protection Agency

November 6, 2006
Date

APPENDICES

Appendix A
Settling Parties' Settlement Amounts

Settling Party	Volume (tons)	Total Payment Amount (\$)
C & W Pallet Enterprises, Inc.	18.7650	\$750
Competitive Trailers, Inc.	10.0914	\$10,000
F. M. Thomas Air Conditioning, Inc.	10.6656	\$5,000
Gallagher-Ferguson Eng. Inc.	18.6983	\$10,000
Mayoni Enterprises ¹	16.0545	\$36,000
Para Plate -- Arizona, Inc.	7.7979	\$1,500
Para-Plate & Plastics Co., Inc.	52.3938	\$5,000
Perigee Holdings, Inc.	20.4158	\$16,000
Petroleum Testing Service, Inc.	24.0522	\$1,500
Robert Manufacturing Company	10.6785	\$19,000
StreamLogic Corporation	22.2261	\$5,000
The Rinchem Company	135.9253	\$1,500

¹ The EPA Payment shall be paid in 12 equal monthly payments of \$3,000.00 per month commencing 30 days after the effective date of this Agreement.

Appendix B
Settling Parties' Addresses

John C. Catlett
C & W Pallet Enterprises, Inc.
17530 Chestnut Street
Fountain Valley, CA 92708-4512

Dan Araujo
Competitive Trailers, Inc.
8832 Ramona St.
Bellflower, CA 90706

Thomas Feyka
F. M. Thomas Air Conditioning, Inc.
231 Gemini Avenue
Brea, CA 92821

Garry Gallagher / Steve Ferguson
Gallagher-Ferguson Eng. Inc.
P.O. Box 7999
Torrance CA 90504

Isaac Ben-Yehuda
Mayoni Enterprises
10340 Glenoaks Boulevard
Pacoima, CA 91331

Steven Binnard
Para Plate - Arizona, Inc.
3106 West Thomas Road, Suite 1106
Phoenix, AZ 85017-5305

Steven Binnard
Para-Plate & Plastics Co., Inc.
15910 Shoemaker Ave.
Cerritos, CA 90703-2200

E. Milton Bevington
Perigee Holdings, Inc.
2500 Peachtree Rd., #104
Atlanta, GA 30305

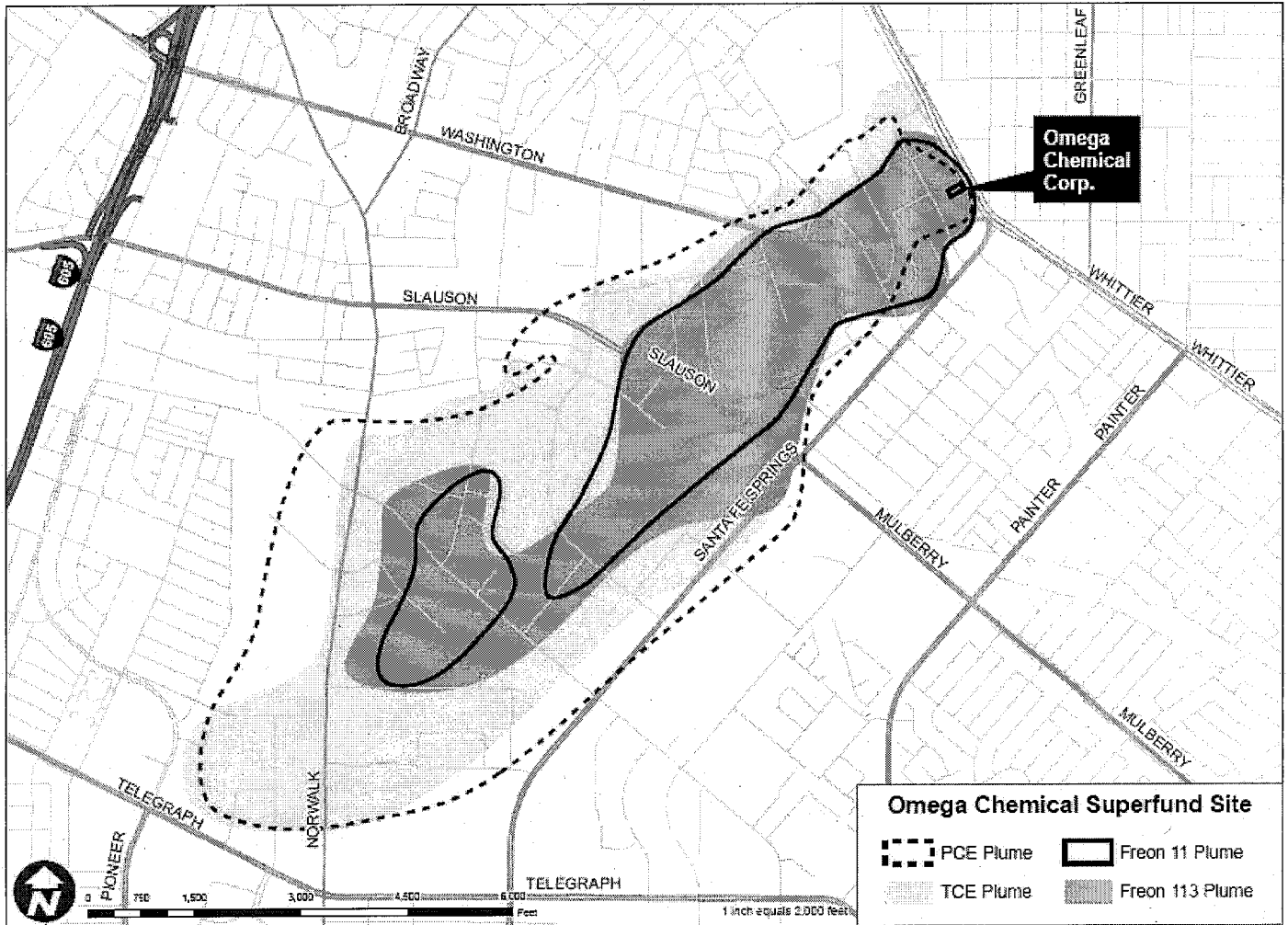
Peter Schuyler
Petroleum Testing Service, Inc.
P.O. Box 6848
PMB 402
Big Bear Lake, CA 92315

Martin Talamantes
Robert Manufacturing Company
10667 Jersey Boulevard
Rancho Cucamonga, CA 91730

Michael O. Preletz
StreamLogic Corporation
c/o Mark M. Glickman, CPA
P.O. Box 2606
San Anselmo, CA 94979

Carl D. Fischer
The Rinchem Company
7887 North 16th Street #110
Phoenix, AZ 85020

Appendix C Omega Chemical Superfund Site



Omega Ability to Pay (ATP) Administrative Order on Consent Signature Page

Robert Manufacturing Company for Roberts Mfg. Co.

MARTIN D. TALAMANTES, by the duly
[Respondent]

authorized representative named, titled and signed below, accepts the ATP settlement offer of \$19,000 and hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions thereof.

SIGNATURE: Martin D Talamantes

PRINTED NAME: MARTIN D. TALAMANTES

TITLE: SR. VP & GENERAL Mgr

DATED: 9/2/2006

Mailing name and address for this Respondent, or for his, her or its agent for service of process (please print):

NAME: MARTIN D. TALAMANTES

TITLE: SR VP & GM 91730

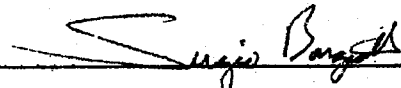
ADDRESS: 10667 Jersey Blvd. Rancho Cucamonga, CA

DATED: 9/2/2006

Omega Ability to Pay (ATP) Administrative Order on Consent Signature Page**C & W Pallet Enterprises, Inc. for C & W Pallet**

C&W Pallet Enterprises, Inc., by the duly
[Respondent]

authorized representative named, titled and signed below, accepts the ATP settlement offer of \$750 and hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions thereof.

SIGNATURE: 

PRINTED NAME: Sergio I. Borgiotti

TITLE: Counsel for C&W Pallet Enterprises, Inc.

DATED: 9/06/06

Mailing name and address for this Respondent, or for his, her or its agent for service of process (please print):

NAME: Sergio I. Borgiotti

TITLE: Counsel for C&W Pallet Enterprises, Inc.

ADDRESS: One Market, Steuart Tower, Ste. 2700, San Francisco, CA 94105

DATED: 9/06/06

Omega Ability to Pay (ATP) Administrative Order on Consent Signature Page

Mayoni Enterprises for Mayoni Enterprises

_____, by the duly
[Respondent]

authorized representative named, titled and signed below, accepts the ATP settlement offer of \$36,000¹ and hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions thereof.

SIGNATURE:  _____

PRINTED NAME: ISAAC BEN-YEHUDA

TITLE: PRESIDENT

DATED: 9-5-06

Mailing name and address for this Respondent, or for his, her or its agent for service of process (please print):

NAME: ISAAC BEN-YEHUDA FOR MAYONI ENT.

TITLE: PRESIDENT

ADDRESS: 10340 GLENDALE BLVD. PACIFICA CA 91331

DATED: 9-5-06

¹ The EPA Payment shall be paid in 12 equal monthly payments of \$3,000.00 per month commencing 30 days after the effective date of this Agreement.

Omega Ability to Pay (ATP) Administrative Order on Consent Signature Page

StreamLogic Corporation for Micropolis

STREAMLOGIC CORPORATION fka MICROPOLIS

[Respondent]

, by the duly

authorized representative named, titled and signed below, accepts the ATP settlement offer of \$5,000 and hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions thereof.

SIGNATURE: _____

PRINTED NAME: _____

MICHAEL O. PRELETZ

TITLE: _____

CEO

DATED: _____

SEPTEMBER 5, 2006

Mailing name and address for this Respondent, or for his, her or its agent for service of process (please print):

NAME: _____

MARK M. GLICKMAN

TITLE: _____

CPA

ADDRESS: _____

PO BOX 2606, SAN ANSELMO, CA 94979-2606

DATED: _____

SEPTEMBER 5, 2006

Omega Ability to Pay (ATP) Administrative Order on Consent Signature Page

Perigee Holdings, Inc. for Servidyne

PERIGEE HOLDINGS, INC., by the duly
[Respondent]

authorized representative named, titled and signed below, accepts the ATP settlement offer of \$16,000 and hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions thereof.

SIGNATURE: E. Milton Bevington

PRINTED NAME: E. MILTON BEVINGTON

TITLE: PRESIDENT

DATED: AUGUST 31, 2006

Mailing name and address for this Respondent, or for his, her or its agent for service of process (please print):

NAME: PERIGEE HOLDINGS INC., E. MILTON BEVINGTON

TITLE: PRESIDENT

ADDRESS: 2500 LEACHTOWN RD NW #104

DATED: AUGUST 31, 2006

Omega Ability to Pay (ATP) Administrative Order on Consent Signature Page

Petroleum Testing Service, Inc. for Petroleum Testing Service Inc

PETROLEUM TESTING SERVICE, INC. FOR PETROLEUM TESTING SERVICE INC. by the duly
[Respondent]

authorized representative named, titled and signed below, accepts the ATP settlement offer of \$1,500 and hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions thereof.

SIGNATURE: [Signature]

PRINTED NAME: PETER T. HOLLAND

TITLE: President

DATED: 1 Sept 2001

Mailing name and address for this Respondent, or for his, her or its agent for service of process (please print):

NAME: PETER T. HOLLAND

TITLE: President

ADDRESS: 711 E. 900 P.O. Box 900 P.O. Box 900

DATED: 1 Sept 2001 122515

Omega Ability to Pay (ATP) Administrative Order on Consent Signature Page

The Rinchem Company for The Rinchem Company

_____, by the duly
[Respondent]

authorized representative named, titled and signed below, accepts the ATP settlement offer of \$1,500 and hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions thereof.

SIGNATURE: Carl D. Fischer

PRINTED NAME: CARL D. FISCHER

TITLE: PRESIDENT

DATED: AUGUST 31 2006

Mailing name and address for this Respondent, or for his, her or its agent for service of process (please print):

NAME: CARL D. FISCHER

TITLE: PRESIDENT

ADDRESS: 7887 N. 16TH ST UNIT 110 PHOENIX AZ 85020

DATED: AUGUST 31 2006

Omega Ability to Pay (ATP) Administrative Order on Consent Signature Page

Gallagher-Ferguson Eng. Inc. for Gallagher & Ferguson Eng.

Gallagher-Ferguson Eng. Inc. for Gallagher-Ferguson Eng. by the duly
[Respondent]

authorized representative named, titled and signed below, accepts the ATP settlement offer of \$10,000 and hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions thereof.

SIGNATURE: Steve H. Ferguson

PRINTED NAME: Steve H. Ferguson

TITLE: Vice President

DATED: 9-5-06

Mailing name and address for this Respondent, or for his, her or its agent for service of process (please print):

NAME: Gallagher-Ferguson Engr. Inc.

TITLE: _____

ADDRESS: P.O. Box 7999 Torrance Ca. 90504

DATED: 9-5-06

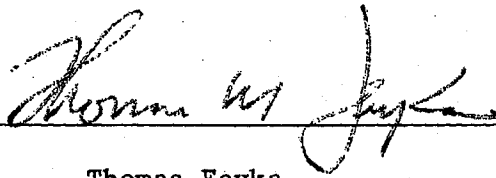
Omega Ability to Pay (ATP) Administrative Order on Consent Signature Page

F. M. Thomas Air Conditioning, Inc. for F.M. Thomas

F.M. THOMAS AIR CONDITIONING INC., by the duly
[Respondent]

authorized representative named, titled and signed below, accepts the ATP settlement offer of \$5,000 and hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions thereof.

SIGNATURE: _____



PRINTED NAME: Thomas Feyka

TITLE: President

DATED: September 5, 2006

Mailing name and address for this Respondent, or for his, her or its agent for service of process (please print):

NAME: Thomas Feyka

TITLE: President

ADDRESS: 231 Gemini Ave., Brea, CA 92821

DATED: September 5, 2006

Omega Ability to Pay (ATP) Administrative Order on Consent Signature Page

Competitive Trailers, Inc. for Competitive Trailers Inc

COMPETITIVE TRAILERS, INC., by the duly
[Respondent]

authorized representative named, titled and signed below, accepts the ATP settlement offer of \$10,000 and hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions thereof.

SIGNATURE: Dan Arawio

PRINTED NAME: DAN ARAWIO

TITLE: PRESIDENT

DATED: SEPT 5, 2006

Mailing name and address for this Respondent, or for his, her or its agent for service of process (please print):

NAME: DAN ARAWIO

TITLE: PRESIDENT

ADDRESS: 8832 RAMONA ST. BELLEVILLE, CAL 90706

DATED: SEPT 5, 2006

Omega Ability to Pay (ATP) Administrative Order on Consent Signature Page

Para Plate - Arizona, Inc. for Para Plate - Arizona, Inc.

_____, by the duly
[Respondent]

authorized representative named, titled and signed below, accepts the ATP settlement offer of \$1,500 and hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions thereof.

SIGNATURE: _____

PRINTED NAME: Steven Binnard

TITLE: President

DATED: August 29, 2006

Mailing name and address for this Respondent, or for his, her or its agent for service of process (please print):

NAME: Steven Binnard/Para Plate-Arizona, Inc.

TITLE: President

ADDRESS: 3106 W. Thomas Rd., Ste., 1106, Phoenix, AZ 85017-5305

DATED: 8/29/2006

Omega Ability to Pay (ATP) Administrative Order on Consent Signature Page

Para-Plate & Plastics Co., Inc. for Para Plate

_____, by the duly
[Respondent]

authorized representative named, titled and signed below, accepts the ATP settlement offer of \$5,000 and hereby consents to this Administrative Order on Consent and agrees to be bound by the terms and conditions thereof.

SIGNATURE: _____

PRINTED NAME: Steven Binnard

TITLE: President

DATED: August 29, 2006

Mailing name and address for this Respondent, or for his, her or its agent for service of process (please print):

NAME: Steven Binnard/Para Plate & Plastics Co., Inc.

TITLE: President

ADDRESS: 15910 Shoemaker Ave., Cerritos, CA 90703

DATED: August 29, 2006